



Tel: 01989 564203

Heathcote Financial Planning is a trading name of The Mortgage and Protection Partnership Ltd  
Registered in England and Wales number: 8734287.  
Authorised and Regulated by the Financial Conduct Authority: 612049  
15 Gloucester Road, Ross on Wye, HR9 5BU

#### DATA PROTECTION & ANTI MONEY LAUNDERING

1. We are registered under the Data Protection Act 2018.
2. The Data we collect is subject to active consent by you and you can revoke this consent at any time.
3. By signing below this section, you are explicitly consenting that we keep personal and financial information relating to your circumstances on file (electronic and/or paper based) as required to be able to advise you as to your financial planning needs.
4. Any Data you consent to us handling or processing is governed in accordance with our Data Protection Policy, which is attached.
5. Where business services are provided to us by third parties then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions, such as processing business, and obtaining compliance and regulatory advice you agree that personal information held by us may be disclosed on a confidential basis, and in accordance with General Data Protection Regulations (GDPR), to such third parties. You agree that this information may be transferred electronically, (e.g. e-mail). You also agree that we or any such third party may contact you in future by any means of communication which we or they consider appropriate at the time.
6. We are required to verify your identity in accordance with the Criminal Finances Act 2017 and the Sanctions and Money Laundering Act 2018. We reserve the right to approach third parties and to delay any applications until adequate verification of identity has been obtained.
7. You agree to us recording telephone calls for your security and to avoid misunderstanding
8. Under Data Protection Regulations you have a right to obtain a copy of the personal information that we hold about you. We are obliged by law to provide this information in a structured format within 30 days of your requesting it without charge.
9. If you believe that any information held is incorrect or incomplete, you should contact us at our usual address. Any information that is found to be incorrect or incomplete will be amended within one month (this can be extended by an additional two months where the request for rectification is complex).
10. Personal data will be retained no longer than is necessary for the purpose obtained for. We keep records of our business transactions with you for at least six years.

I/We hereby consent to the transfer of information, as described above, on a confidential basis when warranted between such third parties.

I/We authorise you to liaise with My/Our other professional advisers in exchanging relevant personal information pertinent to my/our financial planning requirements and to rely on any such information provided.

**By signing below, you are consenting to us retaining your data for the purposes outlined above.**

#### Signature

Please tick this box/ cross out your consent for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post, or SMS.

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## Client Agreement

1. This document sets out the basis on which we will conduct business with you and on your behalf. **It is an important document and we would ask you to read it carefully and if you are unsure of any of its terms please ask.**
2. The terms of this Agreement come into force immediately on acceptance (implied or actual) of its terms by you and will remain in force until cancelled by us or you or replaced by a later version.
3. **Heathcote Financial Planning is a trading name of The Mortgage and Protection Partnership Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA) under number 612049.** You can check this on the Financial Services Register by visiting [www.fca.org.uk/register/](http://www.fca.org.uk/register/) or by contacting the FCA at 12 Endeavour Square, London E20 1JN or telephone 0800 111 6768 (freephone).

### The Range of our Advice and Financial Planning Objectives

4. Your adviser is independent and acts on your behalf as your agent. Your Adviser is therefore able to provide unbiased unrestricted advice on retail investment products based on a comprehensive and fair analysis of the market.
5. We are permitted to give advice on and arrange savings and investment products, pensions, mortgages and non-investment insurance contracts that are regulated by the FCA under the Financial Services and Markets Act 2000; this agreement pertains to investments and pensions only. We may advise on other financial products not regulated by the FCA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme (FSCS) does not apply to these products.
6. To provide you with personal financial advice and recommendations suitable for your particular circumstances we will undertake a 'fact find' to gather the appropriate information to assess your needs. We will then be able to set out clearly your financial planning objectives based on your stated objectives, acceptable level of risk and any restrictions you wish to place on the type of policies you are willing to consider. Details of your stated objectives will be set out in a Suitability Report we will issue to you to confirm our recommendation. Unless confirmed in writing to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.
7. You hereby acknowledge that in the event of the firm assisting you in the completion of any mortgage application or policy proposal forms that you will in any event continue to bear full responsibility for the accuracy and completeness of the information entered on such forms. Therefore you understand that inclusion of incorrect information or omission of any material facts may result in the mortgage or policy to which the application or proposal relates being adversely adjusted, made void and/or any claim(s) made against it being refused. The advice we give you will be based on the information you have given us and your stated objectives including the degree of risk you will accept. It is your responsibility to advise us on any changes.
8. We will forward to you all documents showing ownership of your investments/contracts as soon as practicable after we receive them. All such documents may be sent by post and this would be at your risk.
9. Unless you inform us whether there are any restrictions as to the type of insurance or mortgage or the markets on which you want advice, we will only provide that service on insurance or mortgages within our authorisation and that we believe are suitable for you.
10. We require our clients to give us instructions in writing, or we may confirm our understanding in writing (by post or by email) in order to avoid possible disputes. This will usually be in the form of a proposal or application form. We will, however, accept oral instructions in certain instances provided they are subsequently confirmed in writing.

## Client Classification

11. The type of client category will determine the levels of protection afforded to you under the Financial Services and Market Act 2000. The firm proposes to classify you in accordance with FCA rules as a **Retail Client** and the regulatory protection available to you will be the highest available. This agreement is personal to you and not assignable. We may accept instructions from and give information to third parties or your other advisers on your behalf where you have confirmed we may do so. We cannot accept any responsibility for errors in information supplied by such persons.

In the event of an unresolved dispute you will have a right of referral to the Financial Ombudsman Service (FOS) and may be entitled to benefit from the maximum protection available under the Financial Services Compensation Scheme (FSCS). It should be noted that not all Retail Clients are eligible claimants under the FSCS.

Where you are a trustee, director or officer of any trust, corporation or LLP requiring advice you warrant to us that you have full authority to act on behalf of the same and there are no restrictions on the limits of our advice of which we have not been made aware. We will not be responsible for advising on compliance with your trust, trustee, director, or officer obligations.

Where there is a recommendation for a discretionary service, you may appoint us as your agent for the purposes of procuring and entering into an agreement for a Discretionary Investment Manager ("DIM") to provide services to you, the Client.

In the event of an unresolved dispute where we have acted as agent on your behalf, you will not have a right to refer the DIM to the Financial Ombudsman Service (FOS).

## The cost of our Services

12. You will pay for our services by either a fee or a combination of fee and/or fee by payment facilitation through product charging. We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid. For payment options relating to investment advice, and insurance advice, please see below. Value added tax may be payable on some or all the work we do. We will inform you if VAT is applicable.

## Investment advice

13. When **paying by fee**, you will pay us for our advice and services at an amount or a rate agreed before we commence any work. Our fees may include VAT. Where this is the case you will be informed and invoiced accordingly.

- 13.1 Our hourly rates are:

Partner/Director	£75 per hour
Financial adviser	£75 per hour
Administration	£25 per hour

Our fixed fees are:

Initial Meeting:	Free
Initial financial review:	Free
Implementation:	0.9%
Pension Review:	0.45%
Ongoing Reviews:	0.45%

These fees are indicative only and in any event are subject to review annually on 06/04. In cases that we deem to be complex in nature, our fees may be higher than our stated rates. However, we will always provide you with a breakdown of our estimated fee and agree this with you prior to undertaking any work. Our fees as a percentage of the initial funds invested are: 0.9% and for review: 0.45% p.a.

For example, a £100,000 investment would cost £900 initial and £450 annual (£37.5 month)

You may wish to set a fixed amount of fees that cannot be exceeded without further reference to you, in which case please speak with your Adviser. Where charging a fixed fee we will provide you with a fee agreement showing the actual fee that will be payable for the agreed service being provided. Where charging an hourly rate we will provide a letter of engagement to indicate how much we might charge in total.

## Your Payment Options

### Settling your adviser charge through a single payment

You will be required to settle the payment of our fees on completion of our work in 14 days. We accept cheque or card payments. We do not accept payment by cash. You will be provided with a receipt upon payment.

### Settling your adviser charge by instalments

#### Paying by instalments through your recommended product

If you buy a financial product, you can choose to have your adviser charge deducted from the product through instalments. Although you pay nothing to us up front, that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product. These deductions will pay towards settling the adviser charge. These deductions could reduce the amount left for investment.

### How your payment plan works

Total cost for advice	£600
Total monthly premium payable into your plan	£250
Length of repayment period	12 months
Monthly payment for advice	£50

Of the £250 monthly premium paid for 12 months, £200 is invested and £50 is payment for advice.

On month 13, the £250 monthly premium will be invested in full.

### Paying through other arrangements

You can choose to pay your adviser charge by standing order on a monthly, quarterly, or annual basis. The adviser charge can be paid up to a maximum of 12 instalments on the 01 day of the month from your bank account. The adviser charge will be taken in equal instalments.

### Keeping up with your payments

If you fail to keep up repayments of the adviser charge, we will terminate our relationship.

- 13.2 You may elect that we are remunerated **by fees and offset fees (paid by a product provider)** the actual amounts will depend on the service provided to you but will be in line with the arrangements set out above in section headed "**investment advice**".

The fee will not exceed the rates shown in this document. We will agree the rate we will charge before beginning work and we will tell you if you must pay VAT. The fee will become payable on completion of our work. You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first.

### Pure Protection Products

- 13.3 If you buy a protection product you may elect that we are remunerated **by commission**. The commission is paid directly by the provider. Although you pay nothing up front that does not mean our service is free. The commission paid to us forms part of a 'product charge' which you pay when you purchase the product. Product charges pay for the product provider's own costs and any commission payable to third parties.

You may elect that we arrange for the protection premium to be discounted by the commission that otherwise might have been payable under the policy recommended. In this instance you will need to pay a fee appropriate to cover our advice and work, in accordance with the above.

The amount of commission we receive will vary depending on the type of policy and (sometimes) the term of the policy or your age, but we will disclose this to you in advance.

## Mortgages

Our Fees for Mortgages Advice

In accordance with the regulatory requirements, for providing mortgage advice there is:

For purchases a fee of £300 is payable for initial consultation, research, and advice, which is payable on completion of the mortgage. We will also be paid commission from the lender.

For re-mortgages there is no fee we will be paid commission from the lender.

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## Refund of fees

We do not refund fees as they are only payable once a mortgage has completed.

## Payment for Ongoing Services

13.4 We have a range of ongoing services we can provide to ensure that your personal recommendation is reviewed frequently and remains relevant to your changing circumstances. The frequency and amount of the charge will depend on the service you choose and is usually made by standing order on the 01 of every month.

## General Insurance

14. For general insurance advice we do not charge a fee. We will receive commission from the insurance provider.

We may also receive commission or other form of benefit from working with the issuer of a security, a product provider or from another intermediary. We will inform you before the transaction if we are likely to receive such commission or form of benefit from recommending any product to you.

15. We receive commission on a non-indemnity basis and therefore will not impose cancellation charges on any insurance policies set up for you at any time

## CLIENT MONEY

16. For your additional security **we do not handle client's money**. We never accept a cheque made out to us (unless it is a cheque in settlement of our fees or other charges or disbursements for which we have sent you an invoice). We do not handle cash. Cheques for payment will be required to be paid direct to the insurance provider.

## ACCOUNTING TO YOU

17. We will make arrangements for all your investments/contracts to be registered in your name unless you first instruct us otherwise in writing. You have a right to inspect copies of contract notes and entries in our records in relation to transactions on your behalf. In that request we reserve the right to give you copies of such documents rather than access to the original records.

We will forward to you all documents showing ownership of your policies as soon as practicable after we receive them. Where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

## FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

19. We subscribe to the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. You will find up-to-date details of the FSCS's compensation limits, eligibility and details of how to make a claim on its website [www.fscs.org.uk](http://www.fscs.org.uk). As at May/20, the limits are: -

### Investment

Most types of investment business are covered for 100% of the first £85,000.

### Home finance products mortgages and home purchase plans

Advising on or arranging house purchase finance is covered for 100% of the first £85,000 (per person).

### Insurance

Insurance advising and arranging is covered for 100% on Compulsory Insurance, long term insurance, professional indemnity insurance and claims arising from the death or incapacity of the policyholder due to injury, sickness or infirmity; and 90% of the claim with no upper limit for all other kinds of insurance

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Further information about compensation scheme arrangements is available from the FSCS.

## COMPLAINTS

20. If you should have any complaint about the advice you receive or a product you have bought please write to or call the Compliance Director, **Stephen Heathcote**, 15 Gloucester Road, Ross on Wye, HR9 5BU. Tel: 01989 564203. If following our subsequent investigation and response you are still not satisfied you may contact the Financial Ombudsman Service ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk); The Financial Ombudsman Service; Exchange Tower; London E14 9SR). Full details are contained within our internal Complaints procedure, which is available to you on request at any time.

## CANCELLATION RIGHTS

21. The cancellation rights for each individual policy you have been advised on will be explained to you in your suitability report which we will give you before or at the time you confirm or carry out the transaction. Where the provider is already in receipt of the investment proceeds and cancellation is requested within the cancellation period, we will instruct the provider to refund the proceeds net/gross of the adviser charging agreed.

## MATERIAL INTERESTS

22. We are not connected to any product provider, but occasions can arise where we, or one of our other clients, will have some form of interest in business, which we are transacting for you. If this happens, or we become aware that our interests or those of one of our other clients conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. There may be occasions when we will be unable to act for one of the parties.
23. As a consequence of such potential conflicts arising, we have put arrangements in place to ensure our clients are treated fairly. We have also implemented a conflicts of interest policy to help us manage such risks, which you may access on request.

## RISK WARNINGS

24. Relevant risk warnings will be advised to you throughout the financial planning process and in your suitability report.

**The value of investments may go down as well as up, and you may not get back the amount invested.** Levels of income from investments may fluctuate. We cannot be held liable for any depreciation in the value of investments arranged for you. Non-readily realisable investments will generally have a restricted market, and therefore it may be difficult to deal in that investment or to obtain reliable information about its value.

**For insurance products, your insurance policy may lapse if you do not keep up to date with regular premium payments and you may not be covered if a claim is made.**

**For mortgages please be aware that your home may be repossessed if you do not keep up repayments on your mortgage.**

## TERMINATION OF AUTHORITY

25. You or we may terminate our authority and/or this agreement to act on your behalf at any time without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to this client agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees which may be outstanding.

## GOVERNING LAW & JURISDICTION

### 26. Liability

You agree to indemnify us in relation to any acts, proceedings or claims which we incur directly or indirectly as a result of our acting under this agreement save that this indemnity shall not apply to the extent it arises out of our negligence, fraud, breach of this agreement or our regulatory responsibilities.

27. We reserve the right to amend this agreement at our discretion where changes in regulation or law necessitate by giving you notice in writing. You will also be given the option to accept our new agreements



or terminate our authority. This agreement shall be governed by and construed according to English law. Any disputes shall be determined in the jurisdiction of the English Courts.

- 28. Where a formal written notice is required by this agreement then it shall be in writing (not email unless agreed in advance by the parties) and sent by first class post and deemed effective two business days after posting.

**CLIENT'S CONSENT**

- 29. This is our client agreement upon which we intend to rely. For your own benefit and protection, you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

I/We understand and consent to the terms of this client agreement

Client Name(s) . . . . .

Client signature(s) . . . . .

Date . . . . .

Signed for and on behalf of the firm:

Adviser . . . . .

Signature . . . . .

Date of issue . . . . .